

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SEMK PRODUCTS LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-5829

Judge Elaine E. Bucklo

FINAL JUDGMENT ORDER

This action having been commenced by SEMK PRODUCTS LIMITED (“Plaintiff” or “B.DUCK”) against the defendants identified in the attached Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”), and entry of default judgment in this matter disposing of all remaining defendants;

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of B.DUCK Trademarks and Copyright.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trademark infringement and counterfeiting (15 U.S.C. § 1114, et seq.), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED, Defaulting Defendants are deemed in default and this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the B.DUCK Trademarks and Copyright or any confusingly similar trademark or name in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any products that are not genuine B.DUCK products or are not authorized by Plaintiff to be sold in connection with the B.DUCK Trademarks and Copyright;
- b. passing off, inducing, or enabling others to sell or pass off any products as genuine B.DUCK products or any other products produced by Plaintiff, that are not Plaintiff's or are not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the B.DUCK Trademarks and Copyright;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the B.DUCK Trademarks and Copyright or any confusingly similar trademark or name;
- e. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeiting products bearing the B.DUCK Trademarks and Copyright;

- f. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing any of the B.DUCK Trademarks and Copyright or any products that are not genuine B.DUCK products or are not authorized by Plaintiff to be sold in connection with the B.DUCK Trademarks and Copyright.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, Alibaba Group Holding Ltd. and any related Alibaba entities (collectively, “Alibaba”), Aliexpress.com (“Aliexpress”), Alipay.com Co., Ltd. (“Alipay”), VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at Plaintiff’s choosing:
- a. permanently transfer the Defendant Domain Names to Plaintiff’s control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff’s selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff’s selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba, Aliexpress, Alipay, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within five (5) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the B.DUCK Trademarks and Copyright, including any accounts associated with the Defaulting Defendants listed in Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the B.DUCK Trademarks and Copyright; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000) for willful use of counterfeit B.DUCK Trademarks and Copyright on products sold through at least the Defendant Internet Stores.
5. Alibaba, Aliexpress and Alipay shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Alibaba, Aliexpress and Alipay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Alibaba, Aliexpress and Alipay are

ordered to release to Plaintiff the amounts from Defaulting Defendants' Alibaba, Aliexpress and Alipay accounts within ten (10) business days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Alibaba, Aliexpress and Alipay in the event that any new Alibaba, Aliexpress and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Alibaba, Aliexpress and Alipay shall within five (5) business days:


- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Alibaba, Aliexpress and Alipay accounts;
- b. Restrain and enjoin such accounts or funds that are China or Hong Kong-based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' Alibaba, Aliexpress and Alipay accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:

- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;

- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 3 to the Declaration of Vincent Cheung and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.
- This is a Final Judgment.

Dated: March 24, 2023


The Honorable Elaine E. Bucklo
United States District Judge

AMENDED SCHEDULE A

| No. | Defendant Name / Alias |
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| 1 | Baby Accessory Store Store |
| 2 | Belle Daily Baby Store |
| 3 | daidaitoy Store |
| 4 | David 7 Store |
| 5 | eNest Store |
| 6 | Feng Feng Baby Store |
| 7 | GlobalAppliances Store |
| 8 | Gu's Log Cabin Store |
| 9 | Happy Toy Store Store |
| 10 | Havingsome Fun Store |
| 11 | JX 2nd Toy Store |
| 12 | MaMiYoKi Store |
| 13 | MUZHOK official Store |
| 14 | Pawoopet Store |
| 15 | PULCHRITUDE Official Store |
| 16 | QPP GO Store |
| 17 | RC Dropshipping Toy Store |
| 18 | Shop1100073005 Store |
| 19 | Shop1102154643 Store |
| 20 | Shop1102162822 Store |
| 21 | Shop1102279274 Store |
| 22 | Shop911042244 Store |
| 23 | SmartAppliances Store |
| 24 | SWEET BELL Official Store |
| 25 | Terry's Lucky Gift Store |
| 26 | TT-Toy Store |
| 27 | Y Car Store |
| 28 | 173 FLcases Store |
| 29 | 217 TZ Hotsale Store |
| 30 | 221 YYDS Store |
| 31 | 227 FCNB Store |
| 32 | 244 Home Life Store |
| 33 | 9Pig Second Store, Same Seller Like Previous Store |
| 34 | abao Store |
| 35 | ABetterDay Store |
| 36 | Adore House Store |
| 37 | An Xiduo Store |
| 38 | Anime daily necessities toys Store |
| 39 | Anime Shoe charms Dropshipping Store |

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| 40 | Aoha Store |
| 41 | Art Home Textile 4 Store |
| 43 | Bandai Marvel phone case Store |
| 44 | Baylie Digital specialty store Store |
| 45 | Bazinga Store |
| 46 | Beautiful World Toy Store |
| 47 | biaonuo originality laptop bag Store |
| 48 | BOOJIAWA HAT Store |
| 49 | Boutique Alliance Toy Store |
| 50 | BSDT Grobal Store |
| 51 | CATIBONAL Toy Store |
| 52 | C-BAG Store |
| 53 | Cheese Haute Couture Store |
| 54 | Chelse & Hank Store |
| 55 | ClearLove7587 Store |
| 56 | Comfortable lifestyle Store |
| 57 | Creart Store |
| 58 | Dadamoda |
| 59 | DDhhh240 Store |
| 60 | Deetrust Store |
| 61 | Disneys Toy Store |
| 62 | Dolores_Decor Store |
| 63 | Dooly pets products Store |
| 64 | DreamRoom 224 Store |
| 65 | Drop shipping Daily necessities Store |
| 66 | enuo Store |
| 67 | ERAN Store |
| 68 | ErdongCC Store |
| 69 | Everything toy store Store |
| 70 | EWIN FAMILY Official Store |
| 71 | Eworld Global Store |
| 72 | Factory Direct Digital Products Store |
| 73 | Fairy Godmother Toy Store Store |
| 74 | Fantasys Store |
| 75 | Fashiong woman Store |
| 76 | FEIMINI Pet Kingdom Store |
| 77 | FESTAR Outdoor Fitness Store |
| 78 | FH Luuggage & Bag Store |
| 79 | FirstMeet Official Store |
| 80 | FisPet Store |
| 81 | FLIN Lifestyle Store |

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| 82 | Flipped Store |
| 83 | Full of Moonlight Store |
| 84 | GIHOO Practical Store |
| 85 | Global Toppet Store |
| 86 | Good Luck Goose Store |
| 87 | Green Kitchenware Store |
| 88 | Gruuby Store |
| 89 | GSY Lighting Store |
| 90 | Happy Toy Store 1988 |
| 91 | HAVE A TOY Store |
| 92 | hello cute |
| 93 | Hello MPR Store |
| 94 | HEYYES House Official Store |
| 95 | HRH Official Store |
| 96 | HVATILAW XCYC Hat Store |
| 97 | HY Global Dropshipping Store |
| 98 | Icesakura Direct Store |
| 99 | Ivanka Trump Store |
| 100 | J&L luggages&Bags Store |
| 101 | Jimenez baby Store |
| 102 | JW Outdoor Store |
| 103 | Kele Store |
| 104 | Keysmicro Store |
| 105 | KimTool Store |
| 106 | Kit Kitty Store |
| 107 | kiudasdw123. Store |
| 108 | KLO Kitchen Tool Factory Store |
| 109 | kmikli Official Store |
| 110 | Knight Digital Equipment Store |
| 111 | KREE Store |
| 112 | kuchang Balloons Store |
| 113 | kuchang Spree Balloons Store |
| 114 | LBHOT Store |
| 115 | LE GAN Store |
| 116 | Leke toy Store |
| 117 | Life Grocery Dropshipping Store |
| 118 | LISM RXD pet Store |
| 119 | Lixiang Trade Digital Accessories Store Store |
| 120 | LOVEHOME 243 Store |
| 121 | LSYYDS666888 Store |
| 122 | MANNE Store |

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| 123 | MayDaysmt Store |
| 124 | Missing House Store |
| 125 | Mom Susy Official Store |
| 126 | mosodo clothes & accessories Store |
| 127 | MRGLZY - Computer Office Peripherals Store Store |
| 128 | Ms. Chris Store |
| 129 | MUQGEW Baby & Toy Store |
| 130 | Musife Funny Life Store |
| 131 | My Green Life Store |
| 132 | Nicehousehold Store |
| 133 | No Stress Store |
| 134 | OkStyle Store |
| 135 | Opps Bag Store |
| 137 | Partigos Balloons Store |
| 138 | Pet dog equipment specialty Store |
| 139 | Phone Cases HC Store |
| 140 | PhoneCase 3Cc Store |
| 141 | Pink Windmill Store |
| 142 | Playthings League Store |
| 143 | QiPei8EXZ Store |
| 144 | Roffman Headwears Store |
| 145 | Romantic Nail Charms Store |
| 146 | ROOW outdoor Store |
| 147 | Saintbo Boutique Store |
| 148 | Sanrio Toy Room Store |
| 149 | SEAVALLEY Store |
| 150 | Serendipity123 Store |
| 151 | shan xin's store |
| 152 | Shop1100016012 Store |
| 153 | Shop1100048129 Store |
| 154 | Shop1100177052 Store |
| 155 | Shop1100260228 Store |
| 156 | Shop1100292300 Store |
| 157 | Shop1102088217 Store |
| 158 | Shop1102132324 Store |
| 159 | Shop1102139314 Store |
| 160 | Shop1709891 Store |
| 161 | Shop1982515 Store |
| 162 | Shop2783200 Store |
| 163 | Shop5031137 Store |
| 164 | Shop5079540 Store |

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| 165 | Shop5095057 Store |
| 166 | Shop5149061 Store |
| 167 | Shop5259140 Store |
| 168 | Shop5439176 Store |
| 169 | Shop5581082 Store |
| 170 | Shop5599162 Store |
| 171 | Shop5667036 Store |
| 172 | Shop5704158 Store |
| 173 | Shop5730200 Store |
| 174 | Shop5784004 Store |
| 175 | Shop910330055 Store |
| 176 | Shop910457119 Store |
| 177 | Shop910717151 Store |
| 178 | Shop911125275 Store |
| 179 | Shop911126126 Store |
| 180 | Shop911384203 Store |
| 181 | Shop911521012 Store |
| 182 | Shop911614211 Store |
| 183 | Shop911962218 Store |
| 184 | Shop912374159 Store |
| 185 | Shop912664856 Store |
| 187 | SICECD Super Deals Official Store |
| 188 | Sincere Chinese Store |
| 189 | Smelly kids Store |
| 190 | SMOYNG Store |
| 191 | Spielzeug Store |
| 192 | Ss Baby Store |
| 193 | Strawberry Jam Peripheral Store Store |
| 194 | Sunshine Baby ^ _ ^ |
| 195 | Swef Baby Store |
| 196 | Teaching model Store |
| 197 | Tepoztec Fabric Store |
| 198 | TH JOY LIMITED |
| 199 | tim and isabel Store |
| 200 | Tksmama Official Store |
| 201 | Tksmama Store |
| 202 | TNINGPET Store |
| 203 | Toy World officiall Store |
| 204 | Toyyy Store |
| 205 | Transforme rs Store |
| 206 | URAN Daily Goods Store |

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| 207 | urgnut centity Store |
| 208 | USAdoll Store |
| 209 | Valley of the Winds toy Store |
| 210 | VeryMe Pet Supplies Store |
| 211 | Vnelstyle Luggage Store |
| 212 | W-AKL Store |
| 213 | wangyh0625 Store |
| 214 | Warne Familie2 Store |
| 215 | WCY001 Store |
| 216 | With an orchid Store |
| 217 | wowsorie Boutique Bags Store |
| 218 | WWXNDSB Store |
| 219 | XINMAI House Supplies Store |
| 220 | Xiyunxiang Textiles Store |
| 221 | Xleipet Store |
| 222 | XWangPet Store |
| 223 | XXY Family Store |
| 224 | Yami-Won |
| 225 | YGG's Department Store |
| 226 | Yidol Pet Store |
| 227 | YingYingtoys Store |
| 228 | Yingzhong 666 store Store |
| 229 | Yiwu Changlue Store |
| 230 | YiWu party Store |
| 231 | YMLIAO 2012 Store |
| 232 | YOKEE PET Store |
| 233 | yonghotsales45 Store |
| 234 | YTKYQ Music Store |
| 235 | YY COS Store |
| 236 | YZCDYZS 230 Store |
| 237 | zailvtu0106 Store |
| 238 | ZC. Store |
| 239 | ZYJJ Store |
| 242 | Anyang Chiyang Garment Co., Ltd. |
| 243 | Baoding Baigou New City Fengchuang Bag Factory |
| 244 | Baoding Chimiao Trading Co., Ltd. |
| 245 | Baoding New Shield Outdoor Products Manufacturing Co., Ltd. |
| 246 | Baoding Quanzhu Luggage Manufacturing Co., Ltd. |
| 247 | Baoding Yi Qi Trading Co., Ltd. |
| 248 | Chaozhou Chaoan Huaerweina Printing Co., Ltd. |
| 249 | Chengdu Lanlv Luggage Co., Ltd. |

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| 250 | Dongguan Dihua Decoration Products Company Limited |
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